

JUDGE LYNCH

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CIV 8481

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TBS OCEAN CARRIERS, LTD.,

Plaintiff,

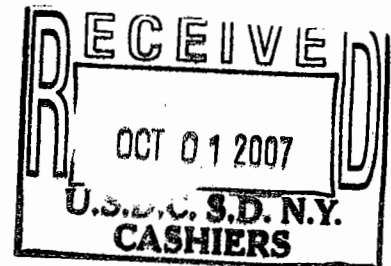
-against-

HANJIN TRANSPORTATION CO., LTD.,

Defendant.
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ECF

VERIFIED COMPLAINT



Plaintiff, TBS OCEAN CARRIERS, LTD., (hereinafter referred to as "Plaintiff"), by and through its attorneys, Cardillo & Corbett, as and for its Verified Complaint against the Defendant, HANJIN TRANSPORTATION CO., LTD., (hereinafter referred to as "Defendant") alleges, upon information and belief, as follows:

JURISDICTION

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.

THE PARTIES

2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and existing under the laws of the Marshall Islands with an address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

3. Upon information and belief, Defendant was, and still is a foreign corporation, or other business entity, organized under, and existing by virtue of the laws of South Korea, with an address at 21st Floor, Marine Center 118, Namdaemunro 2-GA, Jung-Gu, Seoul, Korea.

DEFENDANT'S BREACH OF CONTRACT

4. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1-3 of this Complaint as if set forth at length herein.

5. Plaintiff and Defendant entered into a time charter party dated June 28, 2007, whereby Plaintiff, as Disponent Owners, let and Defendant, as Charterers, hired the M/V MIAMI MAIDEN (the "Vessel") for one time-chartered trip from the Far East to the Middle East (the "Charter Party").

6. Under the terms of the Charter Party, Defendant is obligated to pay hire up to the estimated date of redelivery. The amount of hire due and payable by Defendant is \$485,395.18, which amount Defendant has failed and refused to pay.

7. After accepting delivery of the Vessel under the Charter Party, Defendant loaded a cargo of steel products at the port of Incheon, South Korea.

8. Upon information and belief, Defendant issued more than one original bill of lading for the same cargo in breach of the Charter Party.

9. Upon information and belief, Defendant, as carrier, issued a bill of lading dated July 26, 2007, for the full cargo of steel products loaded at Inchon. That bill of lading shows Gulf Agency Denizlik A.S. as the Consignee and Notify Party. A copy of that bill of lading is attached hereto as Exhibit 1.

10. Defendant, as carrier, issued another bill of lading dated July 20, 2007, for part of the cargo included under the bill of lading referred to in Paragraph 8 herein. The bill of lading dated July 20, 2007, purports to cover 925 bundles of steel beams (the "Bogac Cargo"). The bill of lading covering the Bogac Cargo shows a bank as the Consignee and Bogac Profil Demir Celik San Tic A.S. of Istanbul, Turkey ("Bogac"), as the Notify Party. Both bills of lading show Dilisklesi, Turkey, as the port of discharge. A copy of the bill of lading covering the Bogac Cargo is attached hereto as Exhibit 2.

11. The Vessel discharged the Bogac Cargo at Dilisklesi and then sailed for Hereke Port, Turkey, to discharge additional cargo loaded on board the Vessel by Defendant.

12. The Vessel was arrested on or about September 21, 2007, while at Hereke Port, pursuant to an application to the Turkish court by Bogac who alleges that upon delivery of the Bogac Cargo it determined there was shortage of bundles of steel beams. The claim filed by Bogac with the Court is in the amount of Euros 200,000. Bogac, however, has demanded that Plaintiff establish security in the amount of Euros 260,000, and Plaintiff may have to establish security in that higher amount in order for the Vessel to be permitted to sail from Hereke Port.

13. Plaintiff tendered a letter by its P&I Club to Bogac to attempt to obtain the release of the vessel, but Bogac has demanded that Plaintiff establish instead a bank guarantee, which Plaintiff will attempt to arrange. The Vessel, therefore, remains under arrest at Hereke Port.

14. Under the express terms of the Charter Party Defendant is "to perform all cargo handling including but not limited to loading/lashing/unlashing/securing/tallying/trimming/stowing/dunnaging/discharging at [its] risk and expense".

15. In addition, Defendant pursuant to the express terms of the Charter Party guaranteed that its liability under the Charter Party, including liability for claims for cargo damage, would be covered by a P&I Club that is a member of the International Group of P&I Clubs.

16. The International Group of P&I Clubs is a group of thirteen insurance associations or clubs that provide liability cover for approximately 90% of the world's ocean going tonnage (See, <http://www.igpandi.org/index.php?>).

17. Defendant breached the Charter Party by entering their liability under the Charter Party with an organization, RaetsClub Marine Insurance B.V., that is not a member of the International Group of P&I Clubs.

18. In view of the facts that Defendant issued two bills of lading for the same cargo, that it issued both bills of lading as carrier, and that all aspects of cargo handling were at Defendant's risk and expense under the express terms of the Charter Party, Plaintiff demanded that Defendant establish adequate security in favor of Bogac to prevent the arrest of the Vessel, and later to obtain its release, but Defendant has failed and refused to do so. Instead of offering adequate security directly to Bogac to obtain the release of the Vessel, Defendant has offered a Letter of Undertaking to Plaintiff, and not to Bogac, to be issued by an insurance association that is not a member of the International Group of P&I Clubs, and thus insufficient under the terms of the Charter Party.

19. Plaintiff has a claim against Defendant for breach of Charter Party for any and all damages for which it may be held liable in connection with the alleged shortage of

the Bogac Cargo, and for all costs incurred in connection with the defense of the claim by Bogac.

20. By reason of the aforesaid, Plaintiff has suffered damages in the amount of \$853,248.38, so near as the same can be estimated at present, no part of which has been paid although duly demanded, and is entitled to interest, attorneys' fees and costs as set forth below.

LONDON ARBITRATION

21. Plaintiff's claims against Defendant are subject to arbitration in London governed by English law pursuant to the terms of the Charter Party, and plaintiff has commenced arbitration in London against Defendant.

PLAINTIFF'S DAMAGES

22. Interest costs and attorneys' fees are routinely awarded to the prevailing party in arbitration proceedings under English law. As best as can now be estimated, Plaintiff expects to recover the following amounts from Defendant:

A. Principal claim:	\$853,248.38
B. Interest, arbitration fees and attorneys' fees:	\$275,000.00

Total:	\$1,128,248.38
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DEFENDANT NOT FOUND WITHIN THE DISTRICT

23. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules

for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, property within this District and subject to the jurisdiction of this Court, held in the hands of garnishees including, but not limited to, ABN Amro Bank NV, American Express Bank, Bank of America, Bank of Communications Co. Ltd. New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Citibank, Deutsche Bank, HSBC (USA) Bank, J.P. Morgan Chase, Standard Chartered Bank, UBS AG and/or Wachovia Bank, which are believed to be due and owing to the Defendant.

24. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by the aforesaid garnishees for the purpose of obtaining personal jurisdiction over the Defendant, and to secure Plaintiff's claim as described above.

WHEREFORE, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint;

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all tangible or intangible property in whatever form or any other funds held by any garnishee, including, but not limited to, ABN Amro Bank NV, American Express Bank, Bank of America, Bank of Communications Co. Ltd. New York Branch, Bank of New York, Barclays Bank, BNP Paribas, Citibank, Deutsche Bank, HSBC (USA) Bank, J.P. Morgan Chase, Standard Chartered Bank, UBS AG and/or Wachovia Bank, which are due and owing to the Defendant, in the amount of \$1,128,248.38 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof; and

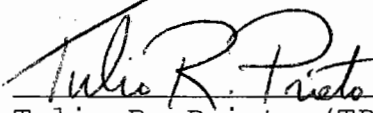
D. That the Plaintiff has such other, further and

different relief as the Court may deem just and proper.

Dated: New York, New York
October 1, 2007

CARDILLO & CORBETT
Attorneys for Plaintiff
TBS OCEAN CARRIERS, LTD.

By:



Tulio R. Prieto (TP 8455)

Office and P.O. Address
29 Broadway, Suite 1710
New York, New York 10006
Tel: (212) 344-0464
Fax: (212) 797-1212

ATTORNEY'S VERIFICATION

State of New York)
) ss.:
County of New York)

1. My name is Tulio R. Prieto.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am a partner in the firm of Cardillo & Corbett, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on

behalf of the Plaintiff.


Tulio R. Prieto

Sworn to before me this
1st day of October, 2007


NOTARY PUBLIC

CHRISTOPHIL B. COSTAS
Notary Public, State of New York
No. 31-0773693
Qualified in New York County
Commission Expires April 30, 2011

EXHIBIT 1



Hanjin Transportation Co., Ltd.

HANJIN TRANSPORTATION CO., LTD. O/R OF
-AS PER ATTACHED RIDER-

B/L No.

HJT0707020LK01

CONSIGNEE

GULF AGENCY DENIZCILIK A.S
TEL) 90 212 542 8688 FAX) 90 212 542 8684

NOTIFY PARTY

SAMA AS CONSIGNEE

PRE - CARRIAGE BY

PLACE OF RECEIPT

VESSEL/VOYAGE NO.

IN MIAMI, FLORIDA
PORT OF LOADING

PORT OF DISCHARGE

PLACE OF DELIVERY

FINAL DESTINATION(FOR THE MERCHANT REF.)

INCHON, KOREA

DILISKELESST, TURKEY

DILISKELESST, TURKEY

CONTAINER NO. &
SEAL NO.
MARKS AND NO.

NO. & KINDS OF
CONTAINERS OR PACKAGES

DESCRIPTION OF GOODS

GROSS WEIGHT

MEASUREMENT

2,775PKGSSES

"SHIPPER'S LOAD & COUNT"
SAID TO CONTAIN :
STEEL PRODUCTS

-AS PER ATTACHED RIDER-

SHIPPER / CHARTERERS' LOAD, STOW, SECURE & TALLY, SHIP'S N/R FOR THE SAME.
* STOWED AT OPEN YARD, WETTED BY RAIN PRIOR TO LOADING.
* PARTLY TO MODERATELY RUSTY AND PARTLY SCRATCHED/CHAFED
* ON SURFACE PRIOR TO LOADING.
ONE HUNDRED THIRTY-EIGHT (138) BUNDLES: ONE (1) OR TWO (2)
STEEL WIRE WERE CUT OFF PRIOR TO LOADING.

ON BOARD DATE:
JUL. 26, 2007

"FREIGHT PREPAID"
BULK

EXCESS VALUE DECLARATION(REFER TO 11-4.3):

TOTAL NUMBER OF CONTAINERS
OR PACKAGES(IN WORDS)

SAY : TWO THOUSAND SEVEN HUNDRED AND SEVENTY FIVE (2,77

FREIGHT PAYABLE AT
(2,77

FREIGHT & CHARGES

PREPAID

COLLECT

FREIGHT PREPAID AS ARRANGED

PLACE AND DATE OF ISSUE

NO. OF ORIGINAL B/L

SIGNATURE

AS AGENT FOR AND ON BEHALF OF THE MASTER

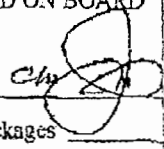
INCHON, KOREA JUL. 26, 2007

THREE (3)

HJT0707020LK01

Hanjin Transportation Co., Ltd.

ATE'S RECEIPT

① Shipper HANJIN TRANSPORTATION CO., LTD. O/B OF - AS PER ATTACHED RIDER -		Date of Issue		③ S/O NO.	
② Consignee GULF AGENCY DENIZCIKLIK A.S TEL.) 90 212 542 8688 FAX) 90 212 542 8684		SEGEAE MARINE SERVICE CO., LTD			
④ Notify Party SAME AS CONSIGNEE		RM A 303, C HEONG SUCK BLDG, 7-241 3-GA. JUNG-EUNG-DONG, CHUNG-GU INCHON, KOREA			
⑤ Vessel MV. MIAMI MAIDEN	⑥ Voyage No.		⑧ B/L No BHT070702DLK01		
⑨ Port of Loading INCHON, KOREA	⑦ Port of Discharge DILISKLES, TURKEY		⑩ Final Destination		
The undermentioned cargo apparent good order and condition unless otherwise noted below					
⑪ Mark And Number	⑫ No. of Pkg's 2,775 P'KGS	⑬ Description of Goods "SHIPPER'S LOAD & COUNT" SAID TO CONTAIN: STEEL PRODUCTS - AS PER ATTACHED RIDER - SAY : TWO THOUSAND SEVEN HUNDRED SEVENTY FIVE (2,775) PACKAGES ONLY		⑭ Gross Weight 10,681.279 MT	⑮ Measurement
⑯ Remarks SHIPPERS' / CHARTERERS' LOAD, STOW, SECURE & TALLY, SHIP'S M/R FOR THE SAME. STORZED AT OPEN YARD, KEPT BY RAIN PRIOR TO LOADING. PARTLY TO MODERATELY RUSTY AND PARTLY SCRATCHED/CHAFED ON SURFACE PRIOR TO LOADING. * ONE HUNDRED THIRTY-EIGHT (138) BUNDLES: ONE (1) OR TWO (2) STEEL WIRE WERE CUT OFF PRIOR TO LOADING.					
This receipt is given subject to all the conditions of our principal Bill of Lading					
RECEIVED ON BOARD					
⑰ By: 		GEORAE MARINE SERVICE CO., LTD.			
⑱ No. of packages		W. R. Yoon			
⑲ Stowed in hatch No		By: _____			
⑳ Date					

2007-JUL-26 08:39 FROM:

TC: 141

P.008

1/1

= ATTACHED RIDER =
B/L NO. HJTC070702DLK01

NUMBER	SHIPPER	RECEIVER'S	ITEM	PACKAGES	G/WEIGHT(MT)
01	HYUNDAI STEEL COMPANY	BOGAC PROFIL DEMIR CELIK SAN TIC AS	STRUCTURAL PROFILE STEEL BEAMS	925	3,517.693
02	HYUNDAI STEEL COMPANY	CEPA CELEBCIOGLU ITH. MUM. A.S.	STRUCTURAL PROFILE STEEL BEAMS	1,584	6,168.247
03	HYUNDAI STEEL COMPANY	CEPA CELEBCIOGLU ITH. MUM. A.S.	STRUCTURAL PROFILE STEEL BEAMS	266	995.339
	TOTAL			2,775	10,681.279

DILISKLESI
TURKEY.

EXHIBIT

2

ATTACHED RIDER (B/L NO.:HJTC070702DLK001)

-OT.1

GRADE	SIZE	LENGTH (MTR)	THEORETICAL WEIGHT PER BUNDLE(MT)		NUMBER OF PIECES		THEORETICAL WEIGHT PER SIZE(MT)	
			BUNDLE(MT)	PER BUNDLE	PER BUNDLE	PER SIZE	PIECES	SIZE(MT)
275JR	HEA 300	12.00	3.180	3	82	246	260.760	
275JR	HEA 320	12.00	2.342	2	1	2	2.342	
275JR	HEA 320	12.00	3.513	3	30	90	105.390	
275JR	HEA 400	12.00	3.000	2	6	12	18.000	
275JR	HEA 400	12.00	4.500	3	64	192	288.000	
275JR	HEA 450	12.00	3.360	2	48	96	161.280	
275JR	HEA 500	12.00	3.720	2	83	166	308.760	
275JR	HEA 550	12.00	3.984	2	40	80	159.360	
275JR	HEA 600	12.00	4.272	2	61	122	260.592	
275JR	HEB 700	12.00	2.448	1	106	106	259.488	
275JR	HEB 300	12.00	4.212	3	61	183	256.932	
275JR	HEB 320	12.00	4.572	3	23	69	105.156	
275JR	HEB 400	12.00	5.580	3	37	111	206.460	
275JR	HEB 450	12.00	4.104	2	26	52	106.704	
275JR	HEB 500	12.00	4.488	2	46	92	206.448	
275JR	HEB 550	12.00	4.776	2	22	44	105.072	
275JR	HEB 600	12.00	5.088	2	30	60	152.640	
275JR	HEB 700	12.00	2.892	1	55	55	159.060	
275JR	IPE 300	12.00	2.530	5	1	5	2.530	
275JR	IPE 300	12.00	3.036	6	28	168	85.008	
275JR	IPE 330	12.00	2.945	5	18	90	53.010	
275JR	IPE 450	12.00	4.655	5	11	55	51.205	
275JR	IPE 600	12.00	4.392	3	45	135	197.640	
275JR	IPE 600	12.00	5.856	4	1	4	5.856	
					925	2235	3,517.693	

